

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE

M004

See Block 16C.

4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

U2-U4CH11136.002

N/A

6. ISSUED BY CODE

U.S. Department of Energy
Chicago Operations Office
9800 South Cass Avenue
Argonne, IL 60439

7. ADMINISTERED BY (if other than Item 6) Code
As specified in each Task Order.

Contract and Modification Website:
[http://www.ch.doe.gov/insidech/org_pffices/acqandassist/acq_contract/complex wide acq.htm](http://www.ch.doe.gov/insidech/org_pffices/acqandassist/acq_contract/complex%20wide%20acq.htm)

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

Envirocare of Utah, Inc.
605 North 5600 West
Salt Lake City, Utah 84116

Kaylin Loveland (801) 532-1330

9.A. AMENDMENT OF SOLICITATION NO.

9.13. DATED (SEE ITEM 11)

10.A. MODIFICATION OF Contract/Order NO.

Contract No. DE-AM02-02CH 11136

10.13. DATED (SEE ITEM 13)

09/18/2002

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers **1:1** is extended, **EI** is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning - copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO..IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 b .
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement of the parties
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor **EI** is not, ® is required to sign this document and return 3 copies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. WHEREAS, the parties desire to modify Contract No. DE-AM02-02CH11 136, as hereinafter provided, and this Supplemental Agreement is authorized by the Department of Energy Organization Act and other applicable law;

NOW, THEREFORE, said contract, as amended, is hereby further amended as follows:

Except as provided herein all terms and conditions remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vicki

L. Phillips, Team Leader Operations Division

15B. CONTRACT OFFER

15C. DATE SIGNED

1

16B. DATE SIGNED

444

~rG' d ASSI
traC. C _

~11ept.

Date

Initial

Legal

- A. Pursuant to paragraph (t) (3) of FAR 52.212-4, CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FEB 2002) (Tailored), the Unit Prices of the Contract Line Items are hereby modified to reflect an inflation increase of 1 1/2 percent.
- B. Paragraph (t) (3) of FAR 52.212-4, CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FEB 2002) (Tailored), page 8 of 190, has been changed to include pricing schedules for each of the years in which the pricing is modified to incorporate an inflationary increase of 1 1/2 percent of the previous year's unit price for each contract line item. The implementation of the increased unit prices for Year 2 will be effective on the date indicated in Block 16C. of the Standard Form 30 for Modification No. M004. The effective date of the annual inflationary price increase for each year thereafter shall be September Eighteenth (180').
- C Clause No. 30., CORRESPONDENCE AND ADMINISTRATION POINTS OF CONTACT, of Addendum FAR 52.212-4, CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FEB 2002) (TAILORED), Additional Special Terms and Conditions, paragraph (a) of the contract, Page 13 of 190, has been modified to reflect a change in the DOE Contract Specialist for Administration of this Indefinite-Quantity Contract.
- D. In the Statement of Work, Appendix A, paragraph F.2., page 28 of 190, the URL website address is changed to read as follows:

http://www.ch.doe.gov/insidech/org/offices/acqandassisdacq_contract/complex_wide_acq.htm

2. The attached pages supplement Page 4 of 190 (M002):

Page 4A of 190 (M004)
Page 4B of 190 (M004)
Page 4C of 190 (M004)
Page 4D of 190 (M004)

3. The attached pages are to replace the current pages in the contract as follows:

Page 8 of 190 (M004)
Page 13 of 190 (M004)
Page 28 of 190 (M004)

4. All other terms and conditions remain unchanged.

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-AM02-02CHI 1136		PAGES 4A of 190 (Modification M004)	
19. CLIN.	20. SCHEDULE OF SUPPLIES/SERVICES Effective Date: See Block 16. C. of the Standard Form 30 for M004	21. PRICE	22. UNIT		
	Services provided for treatment and disposal of radioactive mixed waste, as specified in the Statement of Work, are volume priced as follows:				
0001.	Treatability Study (Waste Profile, Form EC-0230 - for each different waste stream)	\$15,732.50	Each Profile		
0002.	Stabilization Treatment and Resulting Soil-like Disposal	\$ 50.45	Cubic Foot		
0002A.	10 Cubic Yard Roll-Offs/Intermodal (270 Cubic Feet)	\$ 50.45	Cubic Foot		
0002B.	20 Cubic Yard Roll-Offs/Intermodal (540 Cubic Feet)	\$ 50.45	Cubic Foot		
0003.	Stabilization Treatment and Resulting Debris-like Disposal	\$ 67.44	Cubic Foot		
0003A.	10 Cubic Yard Roll-Offs/Intermodal (270 Cubic Feet)	\$ 67.44	Cubic Foot		
0003B.	20 Cubic Yard Roll-Offs/Intermodal (540 Cubic Feet)	\$ 67.44	Cubic Foot		
0004.	Macroencapsulation of waste contained in a 55-gallon drum (7.5 Cubic Feet)	\$ 168.25	Cubic Foot		
0004A.	"Super Sacks," "Other," and "Custom" types of containers where the size for that container, is between 7.5 Cubic Feet and 11.8 Cubic Feet.	\$ 168.25	Cubic Foot		
0005.	Macroencapsulation of waste contained in a 89-gallon drum (11.9 Cubic Feet)	\$ 164.23	Cubic Foot		
0005A.	"Super Sacks," "Other," and "Custom" types of containers where the size for that container, is between 11.9 Cubic Feet and 12.8 Cubic Feet.	\$ 164.23	Cubic Foot		
0006.	Macroencapsulation of waste contained in a 96-gallon drum (12.9 Cubic Feet)	\$ 163.35	Cubic Foot		
0006A.	"Super Sacks," "Other," and "Custom" types of containers where the size for that container, is between 12.9 Cubic Feet and 47 Cubic Feet.	\$ 163.35	Cubic Foot		
0007.	Macroencapsulation of waste contained in a B-12 Box (48 Cubic Feet)	\$ 124.50	Cubic Foot		
0007A.	"Super Sacks," "Other," and "Custom" types of containers where the size for that container, is between 48-Cubic Feet and 95-Cubic Feet.	\$ 124.50	Cubic Foot		
0008.	Macroencapsulation of waste contained in a B-25 Box (96 Cubic Feet)	\$ 106.24	Cubic Foot		
0008A.	"Super Sacks," "Other," and "Custom" types of containers where size is not specifically included herein, and where the total cubic feet, for that container, is > 96 cubic feet.	\$ 106.24	Cubic Foot		
0009.	Macroencapsulation of waste contained in a B-52 Box (313 Cubic Feet)	\$ 101.36	Cubic Foot		
	Services provided for cleaning and release of shipment containers, as specified in the Statement of Work, are priced as follows:				
0010.	Unrestricted Use 20 dpm/100cm= alpha 200 dpm/100cm z beta-gamma (removable) inside and 100 dpm/100cm= alpha 1000 dpm/100cm 2 beta-gamma (fixed) outside (IAW USNRC Reg guide 1.86)	\$ 304.50	Intermodal & Roll-Offs		
0011.	Return to Service 220 dpm/100cm2 alpha 2200 dpm/100cm2 beta-gamma (removable) inside and (IAW 49CFR 173.443c) outside	\$ 101.50	Intermodal & Roll-Offs		
0012.	DOT Empty 220 dpm/100cmz alpha 2200 dpm/100cmz beta-gamma (removable) outside of container 22000 dpm/100cm 2 alpha 220000 dpm/100cmz beta-gamma (removable) inside of container (IAW 49CFR173.428)	No Charge	Intermodal & Roll-Offs		
0013.	Sole Use 220 dpm/100cm2 alpha 2200 dpm/100cm2 beta-gamma (removable) outside of container < 10 mrem/hr on contact, <2 mrem/hr at 1 meter inside the container (IAW 49CFR173.443d)	No Charge			
	Services provided for "Winter Schedule" shipments as specified in the Statement of Work.				
0014.	Winter Schedule shipments add 4% of the total price of the Task Order.		+ 4% of total price		

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-AM02-02CHI 1136		PAGES 4B of 190 (Modification M004)	
19. CLIN.	20. SCHEDULE OF SUPPLIES/SERVICES Effective Date: September 18, 2004	21. PRICE	22. UNIT		
	Services provided for treatment and disposal of radioactive mixed waste, as specified in the Statement of Work, are volume priced as follows:				
0001.	Treatability Study (Waste Profile, Form EC-0230 - for each different waste stream)	\$15,968.49	Each Profile		
0002.	Stabilization Treatment and Resulting Soil-like Disposal	\$ 51.20	Cubic Foot		
0002A.	10 Cubic Yard Roll-Offs/Intermodal (270 Cubic Feet)	\$ 51.20	Cubic Foot		
0002B.	20 Cubic Yard Roll-Offs/Intermodal (540 Cubic Feet)	\$ 51.20	Cubic Foot		
0003.	Stabilization Treatment and Resulting Debris-like Disposal	\$ 68.45	Cubic Foot		
0003A.	10 Cubic Yard Roll-Offs/Intermodal (270 Cubic Feet)	\$ 68.45	Cubic Foot		
000313.	20 Cubic Yard Roll-Offs/Intermodal (540 Cubic Feet)	\$ 68.45	Cubic Foot		
0004.	Macroencapsulation of waste contained in a 55-gallon drum (7.5 Cubic Feet)	\$ 170.77	Cubic Foot		
0004A.	"Super Sacks," "Other," and "Custom" types of containers where the size for that container, is between 7.5 Cubic Feet and 11.8 Cubic Feet.	\$ 170.77	Cubic Foot		
0005.	Macroencapsulation of waste contained in a 89-gallon drum (11.9 Cubic Feet)	\$ 166.69	Cubic Foot		
0005A.	"Super Sacks," "Other," and "Custom" types of containers where the size for that container, is between 11.9 Cubic Feet and 12.8 Cubic Feet.	\$ 166.69	Cubic Foot		
0006.	Macroencapsulation of waste contained in a 96-gallon drum (12.9 Cubic Feet)	\$ 165.80	Cubic Foot		
0006A.	"Super Sacks," "Other," and "Custom" types of containers where the size for that container, is between 12.9 Cubic Feet and 47 Cubic Feet.	\$ 165.80	Cubic Foot		
0007.	Macroencapsulation of waste contained in a B-12 Box (48 Cubic Feet)	\$ 126.37	Cubic Foot		
0007A.	"Super Sacks," "Other," and "Custom" types of containers where the size for that container, is between 48-Cubic Feet and 95-Cubic Feet.	\$ 126.37	Cubic Foot		
0008.	Macroencapsulation of waste contained in a B-25 Box (96 Cubic Feet)	\$ 107.83	Cubic Foot		
0008A.	"Super Sacks," "Other," and "Custom" types of containers where size is not specifically included herein, and where the total cubic feet, for that container, is > 96 cubic feet.	\$ 107.83	Cubic Foot		
0009.	Macroencapsulation of waste contained in a B-52 Box (313 Cubic Feet)	\$ 102.88	Cubic Foot		
	Services provided for cleaning and release of shipment containers, as specified in the Statement of Work, are priced as follows:				
0010.	Unrestricted Use 20 dpm/100cm2 alpha 200 dpm/100cm2 beta-gamma (removable) inside and 100 dpm/100cm z alpha 1000 dpm/100cm=beta-gamma (fixed) outside (IAW USNRC Reg guide 1.86)	\$ 309.07	Intermodal & Roll-Offs		
0011.	Return to Service 220 dpm/100cm2 alpha 2200 dpm/100cmz beta-gamma (removable) inside and (IAW 49CFR173.443c) outside	\$ 103.02	Intermodal & Roll-Offs		
0012.	DOT Empty 220 dpm/100cmz alpha 2200 dpm/100cm7 beta-gamma (removable) outside of container 22000 dpm/100cm2 alpha 220000 dpm/100cm= beta-gamma (removable) inside of container (IAW 49CFR173.428)	No Charge	Intermodal & Roll-Offs		
0013.	Sole Use 220 dpm/100cm2 alpha 2200 dpm/100cmZ beta-gamma (removable) outside of container <10 mrem/hr on contact, <2 mrem/hr at 1 meter inside the container (IAW 49CFR173.443d)	No Charge			
	Services provided for "Winter Schedule" shipments as specified in the Statement of Work.				
0014.	Winter Schedule shipments add 4% of the total price of the Task Order.		+ 4% of total price		

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-AM02-02CH 11136		PAGES 4C of 190 (Modification M004)	
19. CLIN.	20. SCHEDULE OF SUPPLIES/SERVICES Effective Date: September 18, 2005	21. PRICE	22. UNIT		
	Services provided for treatment and disposal of radioactive mixed waste, as specified in the Statement of Work, are volume priced as follows:				
0001.	Treatability Study (Waste Profile, Form EC-0230 - for each different waste stream)	\$16,208.02	Each Profile		
0002.	Stabilization Treatment and Resulting Soil-like Disposal	\$ 51.97	Cubic Foot		
0002A.	10 Cubic Yard Roll-Offs/Intermodal (270 Cubic Feet)	\$ 51.97	Cubic Foot		
0002B.	20 Cubic Yard Roll-Offs/Intermodal (540 Cubic Feet)	\$ 51.97	Cubic Foot		
0003.	Stabilization Treatment and Resulting Debris-like Disposal	\$ 69.48	Cubic Foot		
0003A.	10 Cubic Yard Roll-Offs/Intermodal (270 Cubic Feet)	\$ 69.48	Cubic Foot		
0003B.	20 Cubic Yard Roll-Offs/Intermodal (540 Cubic Feet)	\$ 69.48	Cubic Foot		
0004.	Macroencapsulation of waste contained in a 55-gallon drum (7.5 Cubic Feet)	\$ 173.33	Cubic Foot		
0004A.	"Super Sacks," "Other," and "Custom" types of containers where the size for that container, is between 7.5 Cubic Feet and 11.8 Cubic Feet.	\$ 173.33	Cubic Foot		
0005.	Macroencapsulation of waste contained in a 89-gallon drum (11.9 Cubic Feet)	\$ 169.19	Cubic Foot		
OOOSA.	"Super Sacks," "Other," and "Custom" types of containers where the size for that container, is between 11.9 Cubic Feet and 12.8 Cubic Feet.	\$ 169.19	Cubic Foot		
0006.	Macroencapsulation of waste contained in a 96-gallon drum (12.9 Cubic Feet)	\$ 168.29	Cubic Foot		
0006A.	"Super Sacks," "Other," and "Custom" types of containers where the size for that container, is between 12.9 Cubic Feet and 47 Cubic Feet.	\$ 168.29	Cubic Foot		
0007.	Macroencapsulation of waste contained in a B-12 Box (48 Cubic Feet)	\$ 128.26	Cubic Foot		
0007A.	"Super Sacks," "Other," and "Custom" types of containers where the size for that container, is between 48-Cubic Feet and 95-Cubic Feet.	\$ 128.26	Cubic Foot		
0008.	Macroencapsulation of waste contained in a B-25 Box (96 Cubic Feet)	\$ 109.45	Cubic Foot		
OOO8A.	"Super Sacks," "Other," and "Custom" types of containers where size is not specifically included herein, and where the total cubic feet, for that container, is >_96 cubic feet.	\$ 109.45	Cubic Foot		
0009.	Macroencapsulation of waste contained in a B-52 Box (313 Cubic Feet)	\$ 104.42	Cubic Foot		
	Services provided for cleaning and release of shipment containers, as specified in the Statement of Work, are priced as follows:				
0010.	Unrestricted Use 20 dpm/100cm2 alpha 200 dpm/100cm2 beta-gamma (removable) inside and 100 dpm/ 100cm 2 alpha 1000 dpm/100cm2beta-gamma (fixed) outside (IAW USNRC Reg guide 1.86)	\$ 313.70	Intermodal & Roll-Offs		
0011.	Return to Service 220 dpm/100cmz alpha 2200 dpm/100cm2 beta-gamma (removable) inside and (IAW 49CFR 173.443c) outside	\$ 104.57	Intermodal & Roll-Offs		
0012.	DOT Empty 220 dpm/100cm2 alpha 2200 dpm/100cm= beta-gamma (removable) outside of container 22000 dpm/100cmz alpha 220000 dpm/100cm2 beta-gamma (removable) inside of container (IAW 49CFR173.428)	No Charge	Intermodal & Roll-Offs		
0013.	Sole Use 220 dpm/100cm2 alpha 2200 dpm/100cm= beta-gamma (removable) outside of container <10 mrem/hr on contact, <2 mrem/hr at 1 meter inside the container (IAW 49CFR 173.443d)	No Charge			
	Services provided for "Winter Schedule" shipments as specified in the Statement of Work.				
0014.	Winter Schedule shipments add 4% of the total price of the Task Order.		+ 4% of total price		

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-AM02-02CHI 1136		PAGES 4D of 190 (Modification M004)	
19. CLIN.	20. SCHEDULE OF SUPPLIES/SERVICES Effective Date: September 18, 2006	21. PRICE	22. UNIT		
	Services provided for treatment and disposal of radioactive mixed waste, as specified in the Statement of Work, are volume priced as follows:				
0001.	Treatability Study (Waste Profile, Form EC-0230 - for each different waste stream)	\$16,451.14	Each Profile		
0002.	Stabilization Treatment and Resulting Soil-like Disposal	\$ 52.75	Cubic Foot		
0002A.	10 Cubic Yard Roll-Offs/Intermodal (270 Cubic Feet)	\$ 52.75	Cubic Foot		
0002B.	20 Cubic Yard Roll-Offs/Intermodal (540 Cubic Feet)	\$ 52.75	Cubic Foot		
0003.	Stabilization Treatment and Resulting Debris-like Disposal	\$ 70.52	Cubic Foot		
0003A.	10 Cubic Yard Roll-Offs/Intermodal (270 Cubic Feet)	\$ 70.52	Cubic Foot		
0003B.	20 Cubic Yard Roll-Offs/Intermodal (540 Cubic Feet)	\$ 70.52	Cubic Foot		
0004.	Macroencapsulation of waste contained in a 55-gallon drum (7.5 Cubic Feet)	\$ 175.93	Cubic Foot		
0004A.	"Super Sacks," "Other," and "Custom" types of containers where the size for that container, is between 7.5 Cubic Feet and 11.8 Cubic Feet.	\$ 175.93	Cubic Foot		
0005.	Macroencapsulation of waste contained in a 89-gallon drum (11.9 Cubic Feet)	\$ 171.73	Cubic Foot		
0005A.	"Super Sacks," "Other," and "Custom" types of containers where the size for that container, is between 11.9 Cubic Feet and 12.8 Cubic Feet.	\$ 171.73	Cubic Foot		
0006.	Macroencapsulation of waste contained in a 96-gallon drum (12.9 Cubic Feet)	\$ 170.82	Cubic Foot		
0006A.	"Super Sacks," "Other," and "Custom" types of containers where the size for that container, is between 12.9 Cubic Feet and 47 Cubic Feet.	\$ 170.82	Cubic Foot,		
0007.	Macroencapsulation of waste contained in a B-12 Box (48 Cubic Feet)	\$ 130.19	Cubic Foot		
0007A.	"Super Sacks," "Other," and "Custom" types of containers where the size for that container, is between 48-Cubic Feet and 95-Cubic Feet.	\$ 130.19	Cubic Foot		
0008.	Macroencapsulation of waste contained in a B-25 Box (96 Cubic Feet)	\$ 111.09	Cubic Foot		
0008A.	"Super Sacks," "Other," and "Custom" types of containers where size is not specifically included herein, and where the total cubic feet, for that container, is > 96 cubic feet.	\$ 111.09	Cubic Foot		
0009.	Macroencapsulation of waste contained in a B-52 Box (313 Cubic Feet)	\$ 105.99	Cubic Foot		
	Services provided for cleaning and release of shipment containers, as specified in the Statement of Work, are priced as follows:				
0010.	Unrestricted Use 20 dpm/100cm2 alpha 200 dpm/100cm2 beta-gamma (removable) inside and 100 dpm/100cm2 alpha 1000 dpm/100cm=beta-gamma (fixed) outside (IAW USNRC Reg guide 1.86)	\$ 318.41	Intermodal & Roll-Offs		
0011.	Return to Service 220 dpm/100cm7 alpha 2200 dpm/100cm2 beta-gamma (removable) inside and (IAW 49CFR173.443c) outside	\$ 106.14	Intermodal & Roll-Offs		
0012.	DOT Empty 220 dpm/100cmz alpha 2200 dpm/100cmz beta-gamma (removable) outside of container 22000 dpm/100cm z alpha 220000 dpm/100cm2 beta-gamma (removable) inside of container (IAW 49CFR173.428)	No Charge	Intermodal & Roll-Offs		
0013.	Sole Use 220 dpm/100cmZ alpha 2200 dpm/100cmz beta-gamma (removable) outside of container < 10 mrem/hr on contact, <2 mrem/hr at 1 meter inside the container (IAW 49CFR173.443d)	No Charge			
	Services provided for "Winter Schedule" shipments as specified in the Statement of Work.				
0014.	Winter Schedule shipments add 4% of the total price of the Task Order.		+ 4% of total price		

(s) **Order of precedence.** Any inconsistencies in this solicitation or contract and/ or any order under this contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) **Advance Understandings.**

- (1) The Task Order Contracting Officer / Task Ordering Activity/Office Authority may, with respect to any one or more orders placed by it under this contract, exercise the same rights of Contracting Officer, as stated throughout the Terms and Conditions of the entire contract.
- (2) Should new processes become available or DOE requirements change, the Contract may be modified appropriately by mutual agreement of the parties.
- (3) To provide for an inflation increase, the Unit Prices of the Contract Line Items will be increased at a rate of 1/2 percent for each year beginning in the second (2nd) year. Incorporated into this contract are pricing schedules for each of the years in which the pricing is modified. The pricing schedules reflect the inflationary increase of 1/2 percent of the previous year's unit price for each contract line item. The inflationary price increase for Year 2 is effective as of the date indicated in Block 16.c. of the Standard Form 30 for Modification No. M004. The effective date of the annual inflationary price increase for each year thereafter shall be September Eighteenth (181').

**ADDENDUM FAR 52.212-4 CONTRACT TERMS AND CONDITIONS -
COMMERCIAL ITEMS (FEB 2002)(TAILORED)**

- 22. DEAR 952.227-9 Refund of Royalties (MAR 1995)
- 23. FAR 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)
- 24. FAR 52.232-25 Prompt Payment (FEB 2002)
- 25. FAR 52.232-34 Payment by Electronic Funds Transfer-Other than Central Contractor
Registration (MAY 1999)
- 26. FAR 52.232-37 Multiple Payment Arrangements (MAY 1999)
- 27. FAR 52.242-13 Bankruptcy (JUL 1995)
- 28. FAR 52.245-2 Government Property (Fixed-Price Contracts) (DEC 1989)
- 29. FAR 52.249-8 Default (Fixed Supply and Service) (APR 1984)
- 29A. FAR 52.204-7 Central Contractor Registration, Alternate 1 (OCT 2003)
- 29B. FAR 52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration
(OCT 2003)

ADDITIONAL SPECIAL TERMS AND CONDITIONS

30. CORRESPONDENCE AND ADMINISTRATION POINTS OF CONTACT

(a) DOE Contract Specialist for Administration of this Indefinite-Quantity Contract

Shawna Weekley
Office of Acquisition & Assistance
U. S. Department of Energy
Chicago Operations Office
9800 South Cass Avenue
Argonne, Illinois 60439
Telephone No.: (630) 252-2842
FAX No.: (630) 252-5045
E-Mail: Shawna.Weekley@ch.doe.gov

(b) DOE Technical Manage(TM) of this Indefinite-Quantity Contract

Antanas Bindokas
PMO Environmental Management
U.S. Department of Energy
Chicago Operations Office
9800 South Cass Avenue
Argonne, Illinois 60439
Telephone No.: (630) 252-2692
FAX No.: (630) 252-2654
E-Mail: Antanas.Bindokas@ch.doe.gov

E. TASK ORDERING ACTIVITY / WASTE GENERATOR RESPONSIBILITIES:

It is important that the Waste Generator be familiar with and knowledgeable of the radioactive waste stream profile, and characteristics of each different waste stream to be treated and disposed by the

Contractor. It is, also, important that markings, packaging, containers, carriers, and shipments of the radioactive mixed waste be in accordance with DOT Title 49 CFR - Transportation.

1. The Task Ordering Activity / Waste Generator shall provide to the Contractor a signed Radioactive Waste Profile Record, Form EC-0230, and appropriate attachments. The form shall be submitted for each different radioactive waste stream to be treated and disposed by the Contractor. Signature on the Radioactive Waste Profile Record Form shall constitute and warrant the Task Ordering Activity's certification that such information on the forms is true, accurate and complete, to the Activity's knowledge, and the Contractor may in good faith, rely on the information contained therein.
2. The Task Ordering Activity / Waste Generator shall provide packaging, markings, and shipment of the radioactive mixed waste material to the Contractor for treatment and disposal. Refer to Clause No. 33., Packaging, Markings, and Shipment. The packaging, marking, and shipments shall be as follows:
 - a. Coordinate shipment and arrival dates with the Contractor's Shipment Delivery Scheduler, found at Clause No. 32.(d)(3) of the Contract. Appendix F, Delivery Schedule, attached hereto is provided as a consolidated reference for deliveries to the Contractor. Coordination includes providing the Contractor with the required 5 Working-Day Shipment Notification, and associated documents.
 - b. Shipments shall not be scheduled without an "Arrival Confirmation Number" provided by the Contractor's Shipment Delivery Scheduler. Further, shipments shall not be scheduled for delivery on Contractor holidays as reflected in Appendix F, Delivery Schedule.
 - c. The packaging, marking, container, and carrier requirements shall be in compliance with current U.S. Department of Transportation Code of Federal Regulations Title 49 CFR - Transportation.
 - d. The carrier transportation services for shipping shall be obtained from permitted/licensed transporters as necessary for shipping the radioactive mixed waste to the Contractor's treatment and disposal facility.
- C. The Task Ordering Activity shall issue Task Orders to the Contractor for services to be performed; and obtain Small Business Subcontracting Goals which shall be made a part of those Task Orders expected to exceed \$500,000.00. Refer to Appendix E, Placing and Order, of the Contract.

F. CONTRACTING OFFICE OF THE INDEFINITE-QUANTITY CONTRACT RESPONSIBILITIES:

1. The Contracting Office shall keep current the Representations and Certifications of the Contractor.
2. A website shall be maintained consisting of the indefinite-quantity contract and all modifications. URL: [http://www.ch.doe.gov/insidech/org/offices/acqandassist/acq_contract/complex wide acq.htm](http://www.ch.doe.gov/insidech/org/offices/acqandassist/acq_contract/complex%20wide%20acq.htm)
3. The Contracting Office shall monitor for information purposes, the usage of the Contract in terms of quantity of waste, type of waste being processed, and cost to the Government.